

COLLECTIVE BARGAINING AGREEMENT

between

TOWNSHIP OF LITTLE FALLS

and

TEAMSTERS LOCAL 97 OF NEW JERSEY

EFFECTIVE: January 1, 2016  
EXPIRES: December 31, 2018

Final Signed Copy

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AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of April 2017 by and between the Township of Little Falls, a municipality in the County of Passaic and State of New Jersey, hereinafter referred to as the "Township" and the Teamsters Local 97 of New Jersey, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

PURPOSE

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement:

NOW THEREFORE, the parties hereto mutually agree as follows:

## ARTICLE I

### UNION RECOGNITION AND CHECK OFF

1. The Township recognizes the Union as the Exclusive representative, as certified by the New Jersey Public Employment Relations Commission for the purpose of collective negotiations with respect to the terms and conditions of employment of all blue collar employees employed by Little Falls Township, Passaic County, New Jersey, including all public works employees and bus drivers, but excluding those employed in the Police Department and all offices, clerical employees, professional employees, craft employees, policemen, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act. The Superintendent of Public Works is supervisory personnel and shall not be a member of the Union.

2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the Township and Union consistent with applicable law) the Township agrees to deduct from the first pay of each month membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township

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The current employee holding the title of bus driver shall remain outside the bargaining unit for the duration of his employment with the Township.

shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.

3. The Township will notify the Secretary-Treasurer of the Union within three (3) days of hire all employees, their address, birth date, classifications, rate of pay and social security number; and of all removals of employees from the Township's payroll.

## ARTICLE II

### VISITATION AND BULLETIN BOARD

1. The Union representative will be permitted to visit Union stewards and members on Township premises for the purpose of discussing Union business.

2. The Township shall supply bulletin boards for the use of the Union and which shall be placed in a conspicuous location in the Township garage for the posting of notices and bulletins pertaining only to Union matters. All such bulletins must be posted only upon the authority of officially designated Union representatives. However, any bulletins deemed controversial must have the approval of the Superintendent of Public Works.

### ARTICLE III

#### STEWARDS

1. The Township recognizes the right of the Union to designate one steward and an alternate for the enforcement of this Agreement. The Union shall furnish the Township with a written list of Stewards and alternates and notify the Township of any changes.

2. The authority of Stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

2a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

3. Designated Union stewards shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings and conferences on contract negotiations with Township officials.



#### ARTICLE IV

#### GRIEVANCES

1. A grievance within the meaning of this Agreement shall be any dispute between the parties involving the interpretation or application of any provisions of this Agreement.

2. An aggrieved employee shall present his/her grievances within five (5) working days of its occurrence or such grievance shall be deemed waived.

3. In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1: The employee[s] or Union Business Representative must present the grievance in writing to the Department Head within five (5) working days of its occurrence or such grievance shall be deemed waived and abandoned. If a satisfactory settlement is not reached with the Department head within five (5) working days, the grievance may be appealed to Step 2.

Step 2: If the grievance is not resolved under Step 1 hereof, the Union's Business Representative may present the written grievance as completed under Step 1 to the Township Administrator within three (3) working days. The Township Administrator shall return his/her written answer to the Union within five (5) working days after receipt of the grievance.

Step 3: If the grievance is not resolved at Step 2, the Union may present the written grievance as completed under Step 2 to the Mayor within three (3) working days. The Mayor shall return his/her written answer to the Union within ten (10) working days after receipt of the grievance.

Step 4: If the grievance is not resolved in Step 3, the Union may submit the grievance to binding arbitration within ten (10) working days after receipt of the decision from the Mayor. It is further provided that there shall be no grievances or arbitration concerning the discipline or discharge of a probationary employee. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance. The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendments or supplement hereto. The costs of the services for the arbitrator, including the per diem expenses, if any, shall be borne equally by the Union and the Township. Any other expenses incurred shall be borne by the party or parties incurring same.

ARTICLE V  
MANAGEMENT

Nothing in this Agreement shall interfere with the right of the Township in accordance with the applicable law, rules and regulations to:

1a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

1b. Manage employees of the Township, to hire, promote, transfer, assign or retain employees to positions within Township and in that regard to establish reasonable work rules.

1c. Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive. The Township's Personnel Policies and Procedures Manual shall be followed by all members. The Personnel Policies and Procedures Manual shall not be followed when such matter is in contravention with a term set forth in the collective negotiations agreement.

## ARTICLE VI

### SENIORITY

1. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, assignment of schedules, lay-offs and recalls. In all cases however ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected. There is no duty upon the Township Administrator to set forth any promotional criteria and/or procedures. Should the Township Administrator determine that two or more eligible individuals have equal qualifications, preference shall be given to employee having the greatest seniority. Final determination as to which employee shall be awarded the posted job shall be made by the Township Administrator.

2. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of one (1) year. Employees may be dismissed without recourse during the probationary period for reasons relating to the employee's qualifications.

3. Seniority of an employee is defined as the length of service as a Township employee dating back to his first date of hire and by his/her job classification.

4. In the event of layoffs and rehiring, the last person hired in the job classification effected shall be the first to

be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority in his classification, provided the more senior employee is able to do the available work in a satisfactory manner.

5. When promotions to a higher labor grade or transfers to another grade are in order the Township shall make such promotions or transfers from among its regular employees; consideration for such promotions or transfers shall be based on seniority and ability to perform the work, and if an employee so promoted or transferred is not deemed qualified after a six (6) month trial period, the Township may remove him/her and retransfer him/her to his/her former position.

6. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Boards showing the employees' names, classifications, and seniority dates.

7. Seniority shall apply to all terms and conditions of employment established by this agreement for which seniority is a factor, with the exception of part-time and temporary employees.

## ARTICLE VII

### POSTING

All new and vacant full-time positions shall be posted on the Union Bulletin Boards for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the Superintendent of Public Works. Efforts will be made to fill vacancies from within the bargaining unit.

## ARTICLE VIII

### LOSS OF SENIORITY

1. Seniority shall be lost by an employee for the following reasons:

1a. Absence without notification for five (5) consecutive calendar days shall constitute an abandonment of an employee's position and further be considered a resignation from employment. Additionally, an absence without notification for five (5) consecutive calendar days following the conclusion of termination of a leave of absence shall also be considered an abandonment of an employee's position and further be considered a resignation from employment.

1b. Discharge for cause.

1c. Any employee who calls, instigates, sanctions, condones, or participates in any strike or slow down or work stoppage; or boycotts, pickets or willfully interferes with the productive activity of the Department shall forthwith lose all accumulated seniority.

ARTICLE IX

LEAVE OF ABSENCE SHALL BE IN ACCORDANCE WITH THE TOWNSHIP OF  
LITTLE FALLS PERSONNEL POLICIES AND PROCEDURES MANUAL

1. At the expiration of such leave, the employee shall be returned to the position from which his or her is on leave with all increases granted during his or her leave for his or her job classification.

2. Seniority shall be retained and shall accumulate during all leaves except a leave without pay not including FMLA and New Jersey FLA.



ARTICLE X

DISCIPLINE AND DISCHARGE

1. No permanent employee shall be discharged, suspended or otherwise disciplined without just cause. The Township shall notify the Union at the time of disciplinary action is taken.

2. A grievance by an employee claiming that he or she has been unjustly discharged or suspended must follow the procedure established for grievances in Article IV.

3. Any employee whose appeal has been sustained shall be returned to his or her former position and compensated at his or her regular rate for any time lost during the period of such dismissal.

4. Disciplinary warnings will be issued in writing to the employee and a copy to the Union.

ARTICLE XI

RULES AND REGULATIONS

Proposed new rules or modifications of existing rules governing working conditions shall, whenever practicable, be announced in advance and discussed with the Union before they are established.

## ARTICLE XII

### HOURS OF WORK

1. This Article is intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days or work per week and shall not apply to part-time workers.

2. The basic workweek shall consist of forty (40) hours from Monday to Friday inclusively, annually 2080 hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period.

3. The normal starting time shall be 7:00 a.m. and quitting time 3:30 p.m. but may vary for seasonal operations or in emergencies. For the Department of Public Works, summer hours will be 6:00 a.m. to 2:30 p.m. Monday through Friday from June 1<sup>st</sup> to August 31<sup>st</sup>.

## ARTICLE XIII

### REST PERIODS - WASH UP

1. All employees shall receive two (2) rest periods each day without deduction in pay - one fifteen (15) minutes mid-morning, and one fifteen (15) minutes mid-afternoon. The employees shall not return to the garage for such break.

2. All employees shall receive two (2) wash-up periods each day without deduction in pay, one (1) ten (10) minutes before lunch hour and one (1) ten (10) minutes before quitting time.

3. Employees performing snow removal work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth (4<sup>th</sup>) consecutive hour. For each employee completing snow removal work for more than four (4) consecutive hours after a scheduled eight (8) hour day, subject to the submittal of a receipt or a valid Township voucher, the Township will pay up to \$10.00 for meal allowance once during each 24 hour period. In addition, in each four (4) hour period of such snow removal work a ten (10) minute coffee break may be taken provided however, the employee shall not return to the garage for such break.

4. For each employee completing eight (8) hours of snow removal on a Saturday or Sunday, or four (4) hours of snow removal after working an eight (8) hour shift on a Saturday or a

Sunday, subject to the submittal of a receipt or a valid Township voucher, the Township will pay up to \$10.00 for meal allowance once during each 24 hour period.

## ARTICLE XIV

### OVERTIME

1. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and one half. Sick leave in excess of one (1) day in any one (1) week shall not be considered time worked for the purpose of calculating overtime.

2. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week shall be considered overtime and compensated for at the rate of time and one half. All work performed in excess twelve (12) hours in any one (1) day shall be considered overtime and compensated for at the rate of double time.

3. Any employee called into work on Saturday shall be paid at the rate of time and one half his regular hourly scale (minimum four (4) hours of overtime pay guaranteed).

4. Any employee called into work on Sunday will be paid at the rate of double time his regular hourly scale (minimum four (4) hours of overtime pay guaranteed).

5. Overtime work shall be equally offered among employees in their respective department as is reasonably practical among those capable of performing the work to be done.

6. In the event an employee is called to work on Christmas Day, New Years Day or Thanksgiving Day, he shall be paid at the rate of double time his hourly rate of pay for any hours worked during the twenty-four (24) hour holiday period.

7. The work schedules and compensation for sewer department employees shall follow the "time off" plan as permitted by Section 32j16b of the Department of Labor's Field Operations Handbook ("FOH").

Specifically, the employees' workweek shall be Monday through Sunday, and there will be at least two (2) workweeks in each pay period. In the first workweek of each pay period, the employee shall work fifty-six (56) hours - sixteen (16) of which shall be counted as overtime hours as required by the Fair Labor Standards Act ("FLSA"). The first eight (8) hours of overtime in that workweek will be compensated at 1.5 times the regular hourly rate. The second eight (8) hours of overtime in that workweek will be compensated at 2.0 times the regular hourly rate (28 hours total).

Pursuant to Section 32j16b of the FOH, the employee may then work sixteen (16) hours (arrived at by subtracting one and one-half (1.5) hours for each of sixteen (16) accrued overtime hours from the 40-hour standard workweek in the second workweek of the pay period. The employee will receive cash payment for the additional four (4) hours of overtime earned.

The employees acknowledge that in order for the schedule set forth above to comport with Section 32j16b of the FOH and the FLSA, the time off must be taken in the same pay period during which the overtime was worked. Additionally, the overtime must be worked (within the same pay period) prior to time off being given.



ARTICLE XV

CALL BACK TIME

Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one half the employee's hourly pay scale for a minimum of four (4) hours overtime pay.

## ARTICLE XVI

### WAGES AND JOB CLASSIFICATION

1. Effective January 1, 2016, all the employees in the bargaining unit shall receive a 1.75% increase.
2. Effective January 1, 2017, all the employees in the bargaining unit shall receive a 1.5% increase.
3. Effective January 1, 2018, all the employees in the bargaining unit shall receive a 1.75% increase.

The following salary guides below reflect the above-referenced increases.

#### Operators Hired on or after January 1, 2015

Years	2016	2017	2018
Year 1	47,000	47,000	47,823
Year 2	48,000	48,000	48,840
Year 3	49,000	49,000	49,858
Year 4	50,000	50,000	50,875
Year 5	51,000	51,000	51,893
Year 6	52,000	52,000	52,910
Year 7	53,000	53,000	53,928
Year 8	54,000	54,000	54,945
Year 9	55,000	55,000	55,963
Year 10	56,000	56,000	56,980
Thereafter contract percentage apply.			

#### Driver Laborer Hired on or after January 1, 2015

Years	2016	2017	2018
Year 1	42,500	42,500	43,244
Year 2	43,500	43,500	44,261
Year 3	44,500	44,500	45,279
Year 4	45,500	45,500	46,296
Year 5	46,500	46,500	47,314
Year 6	47,500*	47,500	48,331
Year 7	48,500	48,500	49,349
Year 8	49,500	49,500	50,366
Year 9	50,500	50,500	51,384
Year 10	51,500	51,500	52,401

Thereafter contract percentage apply.			
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\* Michael Deluccia is on Year 6 effective January 1, 2016.

**Recreation/Park Maintenance Hired on or after January 1, 2015**

Years	2016	2017	2018
Year 1	30,500	30,500	31,034
Year 2	31,500*	31,500	32,051
Year 3	32,500	32,500	33,069
Year 4	33,500	33,500	34,086
Year 5	34,500	34,500	35,104
Year 6	35,500	35,500	36,121
Year 7	36,500	36,500	37,139
Year 8	37,500	37,500	38,156
Year 9	38,500	38,500	39,174
Year 10	39,500	39,500	40,191
Thereafter contract percentage apply.			

\* Tyler Burke is on Year 2 effective January 1, 2016.

**Hired on or after January 1, 2015**

**1. Foreman**

Starting Salary \$70,000

Thereafter contract percentage apply.

**2. Mechanic**

Starting Salary \$55,000

Thereafter contract percentage apply.

Mechanic Assistant: When an employee is assigned to perform work as the Mechanic Assistant, the employee will be afforded a \$5.00 increase in their hourly rate. This \$5.00 increase shall only be provided while the employee is performing actual work as the Mechanic Assistant. The increase in the hourly rate is not afforded to the employee just for being assigned the new title of Mechanic Assistant.

**3. Sewer Operator**

Starting Salary \$60,000

Thereafter contract percentage apply.

Employees Hired prior to January 1, 2015:

	2016	2017	2018
Charles Simone (Truck Diver/Laborer)	57,737.00	58,603.00	59,628.00
Ron Stell (Operator)	65,615.00	66,763.26	67,931.62
Artie Savage (Operator)	68,350.00	69,546.13	70,763.18
Fred Young (Operator)	65,615.00	66,763.26	67,931.62
Dennis Steinberger (Operator)	65,615.00	66,763.26	67,931.62
John Flannagan (Operator)	65,615.00	66,763.26	67,931.62
Roy Pier (Operator)	72,175.00	73,438.06	74,723.23
Ronald Campbell (Foreman)	80,385.00	81,791.74	83,223.09
Shaun Carrig (Mechanic)	76,315.00	77,650.51	79,009.40

ARTICLE XVII

LONGEVITY

1. Employees currently receiving longevity shall have it rolled into their base pay. New employees hired after 1/1/97 will not be eligible for longevity remuneration.

ARTICLE XVIII

HOLIDAYS - PERSONAL DAYS IN ACCORDANCE WITH EXISTING ORDINANCE

1. Holidays with pay which shall be observed by the Township shall be prescribed annually, by resolution, by the Township Council.

2. In the event that an official holiday is observed during an employee's vacation, he/she shall be entitled to an additional vacation day, and should an official holiday occur while an employee is on sick leave, he/she shall not have that holiday charged against his/her sick leave.

3. Where it is necessary for an employee to work on an official holiday, such employee shall be entitled to an equal amount of time off at a time approved by the Superintendent of Public Works.

New Year's Day

Martin Luther King Day

General Election Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Columbus Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

One half of the last workday preceding New Year's Day and one half of the last workday preceding Christmas Day.

Each employee shall receive one (1) paid day off for the employee's birthday. Where the day off is on a Saturday, Sunday or holiday, or if the employee wishes to take the day off on a day other than his/her actual birthday, the employee shall be entitled to take the day off at a time approved by the Superintendent of Public Works.

An employee must work the day before and the day after any holiday in order to receive the holiday pay unless on vacation or sick; if sick, the employee must submit a doctor's note in order to be paid for the holiday.

4. Personal Day: All full-time employees covered by this collective negotiations agreement are entitled to two (2) personal days per year. Personal days are non-cumulative and shall be forfeited at the end of each calendar year.

5. Emergency Closing: In the event the Township closes its offices due to a weather emergency, all full-time employees covered by this collective negotiations agreement shall receive on an hour for hour basis comp time for each hour the municipal building is closed. Comp time shall be used within six (6) months of the event and may not be carried over.

## ARTICLE XIX

### VACATIONS

Full time employees, whether paid on an annual salary basis or hourly basis, shall be granted vacation leaves, with pay, each calendar year according to the following schedule:

a. One day for each one month's service through the 30th day of April.

b. One calendar week - after full time employment of at least six (6) months but less than one (1) year.

c. Two calendar weeks - after full time service of at least one (1) year but less than ten (10) years.

d. Three calendar weeks - after full time service of at least ten (10) years but less than twenty (20) years.

e. Four calendar weeks - after full time service of at least twenty (20) years.

f. An employee shall have the option of selling back unused vacation days to a maximum of five (5) days annually.

All vacations shall be taken during the current year and vacation time shall not be accumulated unless in the event of an emergency. Vacation period may be extended with approval of the Township.

Vacation leave shall begin to accrue upon the first day of service provided that new permanent employees shall not be eligible for vacation leave until they have completed a



satisfactory probationary period if required, provided further, however, that the probation period shall be credited to the employee for vacation accrual purposes upon satisfactory completion thereof.

For the purposes of this chapter, full time employees shall mean those employees who work the official work week and shall include those employees who are occupied in a position or positions which do not require the employees' work week in order to completely fulfill the requirements of such position. Seasonal or casual employees, regardless of hours worked on a daily basis or weekly basis, shall not be considered full time employees.

ARTICLE XX

IN ACCORDANCE WITH TOWNSHIP PERSONNEL POLICIES AND PROCEDURES

MANUAL

SICK LEAVE & BEREAVEMENT PAY

1. As used in this subsection, "sick leave" shall mean paid leave that may be granted to an employee who through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease. Part time and full time temporary employees are not eligible for sick leave.

2. A certificate from the employee's doctor shall be required as sufficient proof of the need for sick leave if the employee is absent more than three (3) days.

3. Within the first year of employment, the employee shall receive one (1) sick day per month not to exceed ten (10) sick days in the first year of employment. Thereafter, all employees shall have accrued to their benefit ten (10) sick days on January 1<sup>st</sup> of each year. Unused sick days shall accumulate from year to year without limitation. Accumulated sick time shall be paid to the employee upon retirement at the statutory maximum of \$15,000. All employees shall comply with the provisions of the PERC Settlement Agreement AR-2015-568, covering the option to sell back a maximum of five (5) sick

days per year (All employees hired on or after May 21, 2010 are not afforded the ability to sell back sick time.).

4. Every permanent full time employee shall be granted three (3) days leave with pay upon the death of a member of the Employee's immediate family. Immediate family shall include spouse, children, parents, brothers and sisters; and spouse's parents, brothers and sisters; and grandparents of employee or spouse.

## ARTICLE XXI

### IN ACCORDANCE WITH THE TOWNSHIP OF LITTLE FALLS PERSONNEL POLICIES AND PROCEDURES MANUAL

1. Maternity leave: Maternity leave may be granted up to one (1) year provided that the request for leave is made in writing to the Superintendent of Public Works or the Mayor as the case may be, not later than the fourth (4<sup>th</sup>) month of pregnancy. Requests for maternity leave must be favorably endorsed by the Superintendent of Public Works. The leave, if granted, shall be without pay. Under no circumstances shall an employee work beyond the fifth (5<sup>th</sup>) month neither of pregnancy nor within 30 days after the termination of the pregnancy.

2. Military leave: Any full time employee who is a member of the National Guard or Reserve components of the military or Naval service of the United States and is required to perform active duty for training periods, shall be granted a leave of absence for the period of such training. The leave shall be counted against the employee's accrued vacation leave.

When an employee has been called to active duty or inducted into military or Naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of active military service. However, in order that the employee may be reinstated without loss of privileges or seniority, he must report for duty within the

Township within 60 days following his honorable discharge from the service.

3. Leave for Personal Reasons: Full time employees may be granted leave without pay for a period not exceeding one (1) month during a calendar year for specific personal reasons or other reasons deemed in the best interest of the Township when recommended by the Superintendent of Public Works and approved by the Township. Applications for leave without pay must be submitted in advance in writing, showing the employees' reason for requesting such leave and must contain a statement that he intends to return to Township Service.

4. Leave for Court Appearance or Jury Duty: A full time employee who is subpoenaed as a witness in a civil or criminal case not involving him in his capacity as a Township employee, or an employee who is called and serves on a jury, shall be granted paid leave for the period of time in which he is officially involved with the court in such capacity; however, he shall be entitled to be paid only the difference between his salary and the stipend paid for his services in such capacity.

5. Training Leave: Full time employees may be granted skill or professional improvement leave for specific courses of study relating to the work of the Township in which they are employed, or leave to attend conferences of professional and similar

associates. The leave shall be without pay unless full or part pay is recommended by the employee's Department head and approved by the Township, in an amount not to exceed the pay to which the employee is entitled for one (1) month during any fiscal year.

ARTICLE XXII

IN ACCORDANCE WITH EXISTING ORDINANCE  
SAFETY AND UNIFORMS

1. Safety Committee: Institution of periodic safety meeting with one employee, one Township representative and the Union representative.

2. Each employee shall receive the following work uniforms and safety boots annually:

12 short sleeve work shirts

12 long sleeve work shirts

12 work pants

1 winter coat

2 sweat shirts

2 hats

(Uniforms to be provided by Township contract with a uniform supplier)

2 pairs of safety boots (purchased directly from the selected vendor by the Township). Employees are afforded \$250 for the purchase of safety boots.

ARTICLE XXIII

SAVINGS CLAUSE

1. It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

2. If any such provisions are so invalid, the Township and the Union will meet for the purpose of negotiating changes made necessary by applicable law.



ARTICLE XXIV

OTHER BENEFITS

1. All employees covered by the collective negotiations agreement shall receive medical and prescription benefits from the Township's primary health insurance carrier in the same program offered to all other Township employees. Dental benefits shall be provided by the Township through the Teamsters benefits fund. The Township shall provide at the employee's option a vision plan through VSP. This plan is fully funded by the employee and not the Township.

2. All employees shall contribute to health benefits pursuant to State Law.

ARTICLE XXV

CDL REIMBURSEMENT

The Township will reimburse for CDL recertification with the stipulation that the cost be repaid to the Township should employment be terminated within 90 days.

ARTICLE XXVI

TERMINATION AND EXTENSION OF AGREEMENT

The term of this Agreement shall be from January 1, 2016 through December 31, 2018.

ARTICLE XXVII

COMPLETENESS OF AGREEMENT

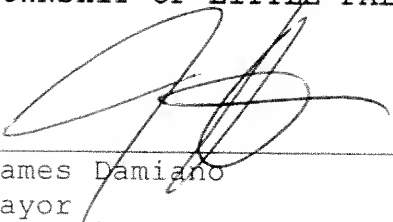
1. This Agreement constitutes the entire Collective Negotiations Agreement between the parties and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective negotiations leading to the signing of this Agreement.

2. Applicable benefits provided by all Township ordinances shall continue.


IN WITNESS WHEREOF, the parties have by their duly  
authorized representatives set their hands and seals this  
18<sup>th</sup> day of April 2017.


ATTEST:

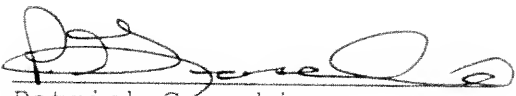
TOWNSHIP OF LITTLE FALLS

  
James Damiano  
Mayor

TEAMSTERS LOCAL 97 OF NJ

  
John J. Gerow  
President

  
Cynthia Kraus, RMC  
Township Clerk

  
Patrick Guaschino  
Vice President